



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 15, 2015


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 December 15, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

AWARD SERVICES CONTRACT FOR AS-NEEDED WEATHER FORECASTING SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award a services contract for As-Needed Weather Forecasting Services to assist in flood control and water conservation efforts throughout Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work exempt from the provisions of the California Environmental Quality Act.
2. Award the services contract for As-Needed Weather Forecasting Services in an annual sum of \$49,509 to North American Weather Consultants, Inc. This contract will be for a term of 1 year commencing upon execution of the contract by both parties with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a potential maximum contract sum of \$272,300.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of

Public Works or her designee, North American Weather Consultants, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as needed weather forecasts tailored to the needs of the Los Angeles County Flood Control District. The work to be performed will consist of rainfall forecasts for key locations throughout the Los Angeles County. This information is vital to the Department of Public Works in making flood control and water conservation operational decisions. The Department of Public Works has intermittently contracted for these services since 1951.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract amount is \$49,509 plus 10 percent for additional work within the scope of the contract and cost-of-living adjustments in accordance with this contract with a maximum potential contract sum of \$272,300. This amount is based on the annual price quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Funding for these services is included in the Internal Service Fund Fiscal Year 2015-16 Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is North American Weather Consultants, Inc., located in Sandy, Utah. This contract will commence upon execution of the contract by both parties for a period of 1-year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with North American Weather Consultants, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in

compliance with the requirements of the Chief Executive Officer and the Board.

A standard service contract has been used that contains terms and conditions supporting the Board's ordinances, policies, and programs.

Data regarding the proposers' minority participation is on file with Public Works.

The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

The Request for Proposals (RFP) for this contracted service was not submitted to any union for review since no classifications were impacted.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with the Board's policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 (b) (5) of the California Environmental Quality Act Guidelines (CEQA), approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

On August 3, 2015, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B) and "Public Works Business Opportunities" website. Also, Public Works informed 1,319 entities consisting of local small business enterprises, independent contractors, and community business enterprises about this business opportunity.

On August 24, 2015, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All three proposals met these requirements and were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest cost proposer, North American Weather Consultants, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Architectural Engineering Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR

AS-NEEDED WEATHER FORECASTING SERVICES (2015-AN019)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and NORTH AMERICAN WEATHER CONSULTANTS INC., a Utah Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 24, 2015, hereby agrees to provide services as described in this Contract for As-Needed Weather Forecasting Services (2015-AN019).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Area Map; Exhibit H, Seasonal and Monthly Forecast Sample; Exhibit I, Weekly Forecast Sample; Exhibit J, Daily Forecast Sample and Procedures; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$49,509 per year or such greater amount as the Board may approve (Maximum Contract Sum)

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing upon execution of the Contract by both parties. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and a six month-to-month extensions for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the

COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Areas. The Contract's anniversary date

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY WICKHAM
County Counsel

By _____
Deputy

NORTH AMERICAN WEATHER
CONSULTANTS, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-AED952**Bid Title :** AS-NEEDED WEATHER FORECASTING SERVICES**Bid Type :** Service**Department :** Public Works**Commodity :** WEATHER FORECASTING SERVICES**Open Date :** 8/3/2015**Closing Date :** 8/24/2015 5:30 PM**Bid Amount :** \$ 60,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Weather Forecasting Services (2015-AN019). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total annual contract amount of these services is estimated to be \$60,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Andres Campaz at (626) 485-4072 or acampaz@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

NO SUBCONTRACTORS WILL BE ALLOWED FOR THESE SERVICES.

1. Proposer must have a minimum of five years of experience within the last ten years providing weather forecasting services to government, utility, or similar agencies.
2. Proposer's managing employee must have a bachelor of arts degree in meteorology and be a certified consulting meteorologist with the American Meteorological Society.
3. Additionally, Proposer's managing employee must have a minimum of five years of experience forecasting in the Southern California region.

Questions regarding this RFP must be directed to Mr. Campaz at (626) 458 4072, acampaz@dpw.lacounty.gov by Tuesday, August 11, 2015, at 5:30 p.m.

The deadline to submit proposals is Monday, August 24, 2015, at 5:30 p.m. Please direct your questions to Mr. Campaz at the number listed above.

Contact Name : Andres Campaz**Contact Phone# :** (626) 458-4072**Contact Email :** acampaz@dpw.lacounty.gov**Last Changed On :** 8/3/2015 8:04:46 AM

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